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KEY ENERGY SERVICES, LLC

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

15 PAUL GRILLO, on behalf of himself
and all others similarly situated,

16 Plaintiff,

17 vs.

18 KEY ENERGY SERVICES, LLC, and
19 DOES 1 through 100, inclusive,

20 Defendants.

CV 14 - 00881 ABC (AGRx)
Case No. _____

DEFENDANT KEY ENERGY
SERVICES, LLC'S NOTICE OF
REMOVAL OF CIVIL ACTION

DIVERSITY JURISDICTION

[28 U.S.C. §§ 1332, 1441, 1446 and
1453]

BY FAX
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NOTICE OF REMOVAL

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1 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
2 DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HIS
3 ATTORNEYS OF RECORD:**

4 **PLEASE TAKE NOTICE** that, pursuant to 28 U.S.C. §§ 1332, 1441, and
5 1446, Defendant Key Energy Services, LLC (“Defendant”) hereby removes the
6 above-entitled action from the Superior Court of the State of California for the
7 County of Santa Barbara to the United States District Court for the Central District
8 of California. This Court has jurisdiction over this action pursuant to the Class
9 Action Fairness Act of 2005 (“CAFA”). Removal is based on the following
10 grounds:

11 **I. SUMMARY OF BASIS FOR REMOVAL**

12 1. This lawsuit is a civil action within the meaning of the Acts of
13 Congress relating to removal of causes. *See* 28 U.S.C. §§ 1446, 1453.

14 2. On November 22, 2013, Plaintiff Paul Grillo (“Plaintiff”) filed his
15 Class Action Complaint for Damages (“Complaint”) against Defendant Key Energy
16 Services, LLC in the Superior Court of the State of California for the County of
17 Santa Barbara, entitled *Paul Grillo v. Key Energy Services, LLC* and designated
18 Case No. 1438943. A true and correct copy of Plaintiff’s Summons and Complaint
19 is attached as Exhibit A.

20 3. The Santa Barbara County Superior Court issued a Notice of Case
21 Assignment and Case Management Conference. A true and correct copy of the
22 Notice is attached as Exhibit B.

23 4. On January 30, 2014, Defendant filed an Answer to Plaintiff’s
24 Complaint. A true and correct copy of Defendant’s Answer is attached as Exhibit
25 C. The documents attached as Exhibits A through C constitute all the process,
26 pleadings, and orders filed in this action in the Santa Barbara County Superior
27 Court.

1 5. Plaintiff is citizen of California. (Complaint (“Cmpl.”) ¶ 5.) Defendant
 2 Key Energy Service, LLC, is a Texas limited liability company, which has its
 3 principal place of business in Houston, Texas. (Declaration of Dominique Colvard
 4 (“Colvard Decl.”) ¶¶ 4-8).

5 6. Plaintiff’s Complaint asserted a putative class action in the state of
 6 California pursuant to Code of Civil Procedure section 382 and seeks to represent a
 7 putative class of employees defined as: “All employees who were employed by
 8 Defendant[] during the Class Period in California as ‘non-exempt employees,’” and
 9 a sub-class defined as: “All members of the Plaintiff Class whose employment
 10 ended during the Class Period.” (Cmpl. ¶ 22.) Plaintiff’s Complaint is framed as a
 11 putative class action and seeks recovery for purported wage and hour violations
 12 under California law. (See Cmpl. ¶¶ 1-86.) Therefore, this matter is a class action
 13 as that term is defined pursuant to 28 U.S.C. §§ 1332(d)(1)(B) and 1453.

14 7. Plaintiff’s Complaint seeks to recover damages, penalties, attorney’s
 15 fees, and equitable relief for (1) purported violation of California Labor Code
 16 Sections 204 and 223 for failure to pay wages at agreed rate, (2) purported violation
 17 of California Labor Code Sections 510 and 1198 for failure to pay overtime wages,
 18 (3) purported violation of California Labor Code Section 226.7 and 512 for failure
 19 to allow and pay for meal and rest periods, (4) purported violation of California
 20 Labor Code Section 226 for failure to provide proper wage statements, (5)
 21 purported violation of California Labor Code Sections 201 and 203 for failure to
 22 pay compensation at the time of termination, (6) purported violation of California
 23 Labor Code Section 2802 for failure to reimburse business expenses, and
 24 (6) purported violation of California Business and Professions Code Section 17200
 25 *et. seq.* for unfair competition/unfair business practices. (Ex. A, Cmpl.)

26 **II. THE REMOVAL IS TIMELY**

27 8. This Notice of Removal is timely filed, pursuant to 28 U.S.C.
 28 § 1446(b)(1), because it is filed “within 30 days after the receipt by the defendant,

1 through service or otherwise, of a copy of the initial pleading setting forth the claim
 2 for relief upon which such action or proceeding is based” Here, Plaintiff
 3 personally served Defendant’s agent for service of process on January 6, 2014.
 4 Thirty days from January 6, 2014 falls on February 5, 2014.

5 9. No previous Notice of Removal has been filed or made with this Court
 6 for the relief sought herein.

7 **III. THIS COURT HAS DIVERSITY JURISDICTION**

8 10. Pursuant to 28 U.S.C. § 1441(b), any civil action over which the
 9 district courts of the United States have original jurisdiction may be removed from
 10 State to Federal court.

11 11. This Court has original subject matter jurisdiction based on diversity
 12 of citizenship under CAFA, because this matter was brought as a class action,
 13 diversity of citizenship exists between one or more members of the putative class
 14 and one or more defendant, the number of proposed class members is 100 or
 15 greater, and the amount placed in controversy by Plaintiff’s Complaint exceeds, in
 16 the aggregate, \$5 million, exclusive of interest and costs. 28 U.S.C. §§ 1332(d)(2),
 17 1453. Removal under diversity jurisdiction is therefore proper pursuant to 28
 18 U.S.C. §§ 1441, 1446, and 1453.

19 **A. Diversity of Citizenship Exists Among the Parties**

20 12. In order to satisfy CAFA’s diversity requirement, a party seeking
 21 removal need only show that minimal diversity exists, that is, that one putative
 22 class member is a citizen of a state different from that of one defendant. 28 U.S.C.
 23 § 1332(d)(2); *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus.*
 24 & Serv. Workers Int’l Union, AFL-CIO, CLC v. Shell Oil Co., 602 F.3d 1087, 1090-
 25 91 (9th Cir. 2010) (finding that to achieve its purposes, CAFA provides expanded
 26 original diversity jurisdiction for class actions meeting the minimal diversity
 27 requirement set forth in 28 U.S.C. § 1332(d)(2)).

1 **1. Plaintiff Is a Citizen of California**

2 13. “An individual is a citizen of the state in which he is domiciled.” *Boon*
 3 *v. Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal. 2002) (*citing Kanter v.*
 4 *Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001)). For purposes of diversity
 5 of citizenship jurisdiction, citizenship is determined by the individual’s domicile at
 6 the time that the lawsuit is filed. *Armstrong v. Church of Scientology Int’l*, 2000
 7 U.S. App. LEXIS 28085, at * 3 (9th Cir. Nov. 8, 2000) (*citing Lew v. Moss*, 797
 8 F.2d 747, 750 (9th Cir. 1986)).

9 14. Plaintiff’s Complaint alleges that he is an individual residing in the
 10 State of California, County of Kern. (Cmpl. ¶ 5). For diversity purposes, the
 11 Plaintiff is therefore a citizen of California.

12 **2. Defendant is not a Citizen of California**

13 15. For diversity determination purposes, Defendant is diverse from
 14 Plaintiff because it is not a citizen of California.

15 16. “[A] corporation shall be deemed to be a citizen of every State . . . by
 16 which it has been incorporated and of the State . . . where it has its principal place
 17 of business.” 28 U.S.C. § 1332(c)(1). “[A]n unincorporated association shall be
 18 deemed to be a citizen of the State where it has its principal place of business and
 19 the State under whose laws it is organized.” 28 U.S.C. 1332(d)(10).

20 17. A corporation’s “principal place of business” as used in 28 U.S.C. §
 21 1332 is the “nerve center,” or “the place where a corporation’s officers direct,
 22 control, and coordinate the corporation’s activities.” *See Hertz Corp. v. Friend*, 559
 23 U.S. 77, 92-93 (2010). “[I]n practice,” the Supreme Court explained, “it should
 24 normally be the place where the corporation maintains its headquarters—provided
 25 that the headquarters is the actual center of direction, control, and coordination, . . .
 26 and not simply an office where the corporation holds its board meetings.” *Id.* at 93.
 27 A corporation’s principal place of business is often the office which the public
 28 considers to be its main place of business. *Id.* The Supreme Court emphasized in

1 Hertz that the “nerve center test” should be one of “administrative simplicity.” *Id.*
 2 at 94.

3 18. A limited liability company is an “unincorporated association” for
 4 purposes of CAFA jurisdiction. *Ferrell v. Express Check Advance of SC LLC*, 591
 5 F.3d 698, 699-700 (4th Cir. 2010). “[A]n unincorporated association shall be
 6 deemed to be a citizen of the State where it has its principal place of business and
 7 the State under whose laws it is organized.” 28 U.S.C. § 1332(d)(10); *Ferrell*, 591
 8 F.3d at 700.

9 19. Defendant Key Energy Services, LLC is organized and existing under
 10 the laws of Texas. Key Energy Services, LLC ’s principal place of business is in
 11 the state of Texas. Key Energy Services, LLC ’s headquarters is in the state of
 12 Texas and the Texas headquarters serves as the organization’s “actual center of
 13 direction, control, and coordination.” Key Energy Services, LLC holds its Texas
 14 office out to the public as its headquarters, its high level officers are based in Texas
 15 and Key Energy Services, LLC conducts the business of managing the organization
 16 from Texas. The majority of Key Energy Services, LLC’s corporate level functions
 17 are performed in Texas, and the majority of executive and administrative functions,
 18 including corporate finance, accounting, human resources, supply chain
 19 management, marketing, and legal, are directed from that office. (Colvard Decl. ¶¶
 20 4-8.) Thus, for diversity purposes, Key Energy Services, LLC is not a citizen of
 21 California.

22 3. **The Citizenship of the “Doe” Defendants Must Be**
 23 **Disregarded**

24 20. In addition to Defendant, the Complaint also names as defendants
 25 “Does 1 through 100.” (Cmpl. ¶ 9.) The citizenship of fictitious “Doe” defendants,
 26 however, is disregarded for removal purposes. 28 U.S.C. § 1441(a); e.g., *Soliman*
 27 *v. Philip Morris, Inc.*, 311 F.3d 966, 971 (9th Cir. 2002).

1 **B. The Amount in Controversy Exceeds CAFA's Jurisdictional**
 2 **Minimum of \$5 Million**

3 21. Pursuant to CAFA, the amount in controversy component of diversity
 4 jurisdiction is satisfied when the aggregated claims of the individual members in a
 5 putative class action exceed the sum or value of \$5 million, exclusive of interest
 6 and costs. *See* 28 U.S.C. § 1332(d)(2), (d)(6). Furthermore, Congress intended for
 7 federal jurisdiction to be appropriate under CAFA “if the value of the matter in
 8 litigation exceeds \$5 million either from the viewpoint of the plaintiff or the
 9 viewpoint of the defendant, and regardless of the type of relief sought (e.g.,
 10 damages, injunctive relief, or declaratory relief).” Senate Judiciary Report, S. REP.
 11 No. 109-14, at 42 (2005).

12 22. The amount in controversy is determined at the time of removal and is
 13 to be decided based on the allegations in the operative pleading. *Pullman v.*
 14 *Jenkins*, 305 U.S. 534, 537 (1939); *Meritcare, Inc. v. St. Paul Mercury Ins. Co.*,
 15 166 F.3d 214, 217-218 (3d Cir. 1999); *Caterpillar, Inc. v. Lewis*, 519 U.S. 61, 73
 16 (1996).

17 23. In measuring the amount in controversy, the Court must assume that
 18 the allegations of the complaint are true and that a jury will return a verdict for the
 19 plaintiff on all claims made in the complaint. *Kenneth Rothschild Trust v. Morgan*
Stanley Dean Witter, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002). The ultimate
 20 inquiry is what amount is put “in controversy” by the plaintiff’s complaint, not
 21 what a defendant will actually owe. *Korn v. Polo Ralph Lauren Corp.*, 536 F.
 22 Supp. 2d 1199, 1205 (E.D. Cal 2008) (denying plaintiff’s motion for remand) *citing*
Rippee v. Boston Mkt. Corp., 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005). This
 23 burden “is not ‘daunting,’ as courts recognize that under this standard, a removing
 24 defendant is not obligated to ‘research, state, and prove the plaintiff’s claims for
 25 damages.’” *Korn*, 536 F. Supp. 2d at 1204-05. In cases where statutory penalties
 26 are sought, “district courts in the Southern District of California and the Central
 27 28

1 District of California have looked to the statutory maximum . . . in determining
 2 whether the jurisdictional requirements of the CAFA have been met.” *Id.* at 1205.
 3 A defendant seeking to invoke CAFA jurisdiction can establish the amount in
 4 controversy by presenting evidence of the number of putative class members. *Id.* at
 5 1206. The number of putative class claims can then be multiplied by the damages
 6 alleged per claim to determine the amount in controversy. *Id.*

7 24. Here, while Defendant denies Plaintiff’s factual allegations and denies
 8 that Plaintiff or the class that he purports to represent is entitled to the relief for
 9 which he has prayed,¹ it is clear that when the maximum potential values of the
 10 claims of Plaintiff and the putative class members are aggregated, the allegations
 11 within Plaintiff’s Complaint put into controversy an amount in excess of \$5 million.

12 4. **Information Relevant to Amounts At Issue**

13 25. In his Complaint, Plaintiff purports to represent “[a]ll employees who
 14 were or are employed by Defendant[] during the Class Period in California as ‘non-
 15 exempt employees,’” and a sub-class of “[a]ll members of the Plaintiff Class whose
 16 employment ended during the Class Period.” (Cmpl. ¶ 22.) “The Class Period is
 17 the period from November 22, 2009, through and including the date judgment is
 18 rendered in this matter.” (Cmpl. ¶ 23.)

19 26. From November 22, 2009 through the present Defendant has
 20 employed at least 1,700 non-exempt employees in California. Declaration of Marla
 21 Hill (“Hill Decl.”) ¶ 4. Between November 22, 2010 and the present the
 22 employment of at least 460 putative class members terminated. *Id.* ¶ 5. From

23 24 25 26 27 28 ¹ This Notice of Removal discusses the nature and amount of damages placed at issue by
 Plaintiff’s Complaint. Defendant’s reference to specific damage amounts and its citation to
 comparable cases are provided solely for the purpose of establishing that the amount in
 controversy is more likely than not in excess of the jurisdictional minimum. Defendant maintains
 that each of Plaintiff’s claims is without merit and that Defendant is not liable to Plaintiff.
 Defendant specifically denies that Plaintiff has suffered any damage as a result of any act or
 omission by Defendant. No statement or reference contained herein shall constitute an admission
 of liability or a suggestion that Plaintiff will or could actually recover these damages based upon
 the allegations contained in the Complaint or otherwise. In addition, Defendant denies that
 liability or damages can be established on a class basis.

1 November 22, 2009 through the present the putative class members have worked at
 2 least a total of 150,000 workweeks in the aggregate. *Id.* ¶ 6. The average hourly
 3 wage for the putative class members was at least \$16 per hour. *Id.*

4 27. Plaintiff alleges in the Complaint that Defendant “did not provide meal
 5 or rest periods in compliance with California law,” “did not compensate Plaintiff
 6 and members of the Plaintiff Class for meal or rest periods that did not comply with
 7 California law,” and maintained a “course of conduct requiring Plaintiff and the
 8 class members to involuntarily waive their meal or rest periods as a condition of
 9 employment.” (Cmpl. ¶ 14.)

10 28. The Complaint also alleges that Plaintiff and other non-exempt
 11 employees “were required to report to work 15 minutes before their scheduled shift
 12 to participate in meetings, begin required paperwork and put on required uniform
 13 apparel.” (Cmpl. ¶ 12.)

14 29. Plaintiff further alleges in his Complaint that Plaintiff’s claims “are
 15 typical of the claims of the members of the proposed class.” (Cmpl. ¶ 26.)²

16 5. **Plaintiff’s Claim for Meal and Rest Period Premiums**

17 30. In his Third Cause of Action, Plaintiff alleges that “Defendant failed to
 18 provide Plaintiff and members of the Plaintiff class with meal and rest breaks . . .
 19 and failed to compensate them for said missed breaks.” (Cmpl. ¶ 41.) He further
 20 claims that “Plaintiff and members of the Plaintiff class are entitled to recover,
 21 pursuant to Labor Code § 226.7(b), a penalty equal to one additional hour of pay at
 22 the employee’s regular rate of compensation for each work day that a meal and/or
 23 rest period was not provided.” (Cmpl. ¶ 42.)

24
 25 2 This Notice of Removal discusses the putative class claims that Plaintiff has alleged.
 26 Defendant’s references to Plaintiff’s allegations that his claims are “typical” of those of the
 27 putative class members are made solely for the purpose of establishing the amount in controversy.
 28 Defendant specifically denies that Plaintiff’s claims have merit, that they are common with or
 typical of claims of other putative class members, that Plaintiff may adequately represent the
 interests of putative class members and that damages or liability could be determined on a
 common basis.

1 31. If, as Plaintiff contends, putative class members were not provided
 2 with meal breaks, they would be entitled to one hour of premium pay for each
 3 missed meal period per day at the employee's regular hourly rate. *Murphy v.*
 4 *Kenneth Cole Productions*, 40 Cal. 4th 1094 (2007). Thus, taking as true Plaintiff's
 5 claim that Defendant did not provide meal breaks (as Plaintiff's Third Cause of
 6 Action alleges), putative class members would be eligible for one hour of premium
 7 pay for each day worked. *See Muniz v. Pilot Travel Centers LLC*, 2007 WL
 8 1302504 (E.D. Cal. May 1, 2007) (where plaintiff does not allege facts specific to
 9 the circumstances of allegedly missed meal and/or rest periods, defendant may use
 10 100% violation rate in calculating the amount in controversy).

11 32. Although Defendant would be entitled for purposes of this Petition to
 12 estimate that putative class members missed a meal five times per week, even
 13 assuming claimed damages of just one missed meal period every two weeks, the
 14 Complaint would place at least **\$1,200,000** in controversy on this claim [.05
 15 premiums per week* 150,000 work weeks * \$16/ hour (meal period premium
 16 pursuant to Labor Code § 226.7)]. However, Defendant has not included any
 17 amounts for claimed meal period premiums in its calculation of the total amount in
 18 controversy below.

19 33. Similarly, although Defendant would be entitled for purposes of this
 20 Petition to estimate that putative class members missed a rest break five times per
 21 week, even assuming that the Complaint puts at issue only one rest break premium
 22 per employee per two weeks, the additional amount at issue on this claim would be
 23 at least **\$1,400,000** [one per two weeks* 150,000 work weeks * \$16/ hour (rest
 24 break premium)]. However, Defendant has not included any amount for claimed
 25 rest period premiums in its calculation of the total amount in controversy below.
 26
 27
 28

1 **6. Plaintiff's Overtime Places at Least \$4,500,000 in**
 2 **Controversy**

3 34. In his Second Cause of Action, Plaintiff alleges that he was not paid
 4 overtime.

5 35. Plaintiff alleges in his Complaint that he and other putative class
 6 members worked at least 15 minutes of off-the-clock overtime before their
 7 scheduled shift each day participating in meetings, handling paperwork and putting
 8 on their uniforms. (Cmpl. ¶ 12.)

9 36. Assuming, pursuant to the Complaint allegations, that the Complaint
 10 puts 15 minutes per day for 5 days a week (1.25 hours) of overtime, off-the-clock
 11 work at issue, the amount in controversy on this claim alone is at least **\$4,500,000**.
 12 [1.25 hours * 150,000 work weeks * \$16/ hour (average rate of pay) * 1.5 (overtime
 13 rate)].

14 **7. Plaintiff's Waiting Time Penalty Claim Places at Least**
 15 **\$1,766,400 in Controversy**

16 37. In his Fifth Cause of Action, Plaintiff also seeks statutory waiting-time
 17 penalties against Defendant for allegedly failing to timely pay wages due following
 18 termination, as required by Labor Code Sections 201 through 203. Plaintiff alleges
 19 that Defendant has “failed and refused to pay to Plaintiff and each member of the
 20 Terminated Sub-Class all wages due to them upon termination in compliance with
 21 the Labor Code including, but not limited to, wages due for all hours worked at the
 22 regular and agreed, and/or statutory rate, wages due for all overtime hours worked,
 23 and wages due for missed breaks.” (Cmpl. ¶ 52.) Plaintiff further contends that
 24 Defendant’s “willful failure to pay Plaintiff and members of the Terminated Sub-
 25 Class all the wages due to them upon termination is in violation of Labor Code §§
 26 201 and 203, which provide that an employee’s wages continue accruing up to
 27 thirty days from the time said wages became due.” (Cmpl. ¶ 53.)

28 38. From November 22, 2010, at least 460 non-exempt employees of
 Defendant in California ceased employment with Defendant. Hill Decl. ¶ 5. The

1 average hourly wage is \$16/hour. Therefore, the amount at issue per employee per
 2 day is at least \$128 (\$16/hour * 8 hours per day). For purposes of calculating
 3 Labor Code Section 203 penalties, the amount at issue for the former employee is at
 4 least **\$1,766,400** (460 former employees * \$128 per day * 30 days of waiting time
 5 penalties)

6 **8. The Total Amount in Controversy Exceeds \$6,266,400**

7 39. Based on the conservative calculations contained in this Notice, and
 8 not including any amounts for meal and rest period premiums or for requested
 9 attorneys' fees, the amount in controversy clearly exceeds \$5,000,000:

10 • Unpaid Wages – at least \$4,500,000
 11 • Waiting Time Penalties – at least \$1,766,400
 12 • Total – at least \$6,266,400

13 **IV. THE OTHER PREREQUISITES FOR REMOVAL HAVE BEEN**
 14 **SATISFIED**

15 40. As set forth above, this Notice of Removal is filed within thirty (30)
 16 days after Defendant had notice that the State Court Action was removable.

17 41. This action was originally filed in the California Superior Court for the
 18 County of Santa Barbara. Venue is therefore proper in United States District Court
 19 for the Central District of California, pursuant to 28 U.S.C. § 1441 (a), because this
 20 District encompasses the county in which this action has been pending since its
 21 inception.

22 42. Defendant will promptly serve this Notice of Removal on all parties
 23 and will promptly file a copy of this Notice of Removal with the clerk of the state
 24 court in which the action is pending, as required under 28 U.S.C. § 1446(d).

25 43. The prerequisites for removal under 28 U.S.C. §§ 1441, 1446, and
 26 1453 have been met.

27 44. Defendant has sought no similar relief.

1 45. Because this Court has original jurisdiction under the provisions of 28
2 U.S.C. 1332(d), removal of this action is proper pursuant to 28 U.S.C. §§ 1441,
3 1446, and 1453.

4 46. If any questions arise as to the propriety of the removal of this action,
5 then Defendant respectfully requests the opportunity to present a brief and oral
6 argument in support of its position that this case is removable.

7 **V. CONCLUSION**

8 47. Based on the foregoing, Defendant respectfully requests that this
9 action be removed from the Superior Court of California in and for the County of
10 Santa Barbara to the United States District Court for the Central District of
11 California, and that all further proceedings in this matter take place in the United
12 States District Court for the Central District of California.

13

14 Dated: February 4, 2014

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MORGAN, LEWIS & BOCKIUS LLP

By


BARBARA J. MILLER
MARIA D. O'LEARY
Attorneys for Defendant
KEY ENERGY SERVICES, LLC

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: KEY ENERGY SERVICES, LLC, and
(AVISO AL DEMANDADO): DOES 1-100, inclusive

YOU ARE BEING SUED BY PLAINTIFF: PAUL GRILLO, on behalf
(LO ESTÁ DEMANDANDO EL DEMANDANTE): of himself and all
others similarly situated

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA

NOV 22 2013

Darrel E. Parker, Executive Officer
BY Susan D. Juan, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de los Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión e abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de los Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SANTA BARBARA COUNTY SUPERIOR COURT
1100 Anacapa Street
1100 Anacapa Street

Santa Barbara, CA 93101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Marcus J. Bradley, Esq. (SBN 174156) (818) 991-8080 (818) 991-8081

Kiley Lynn Grombacher, Esq. (SBN 245960)

Darrel E. Parker, Executive Officer

MARLIN & SALTZMAN, LLP

29229 Canwood Street, Suite 208, Agoura Hills, CA 91301

DATE:

(Fecha) NOV 22 2013

Clerk, by SUSAN BONJUAN, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

(SEAL)

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): **KEY ENERGY SERVICES, LLC**

under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

4. by personal delivery on (date):

MARLIN & SALTZMAN, LLP
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
29229 Canwood Street, Suite 208
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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY OF SANTA BARBARA

NOV 22 2013

Darrel E. Parker, Executive Officer
BY Susan Bon Juan, Deputy Clerk

LAW OFFICES OF SANTOS GOMEZ
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santos@lawofficesofsantosgomez.com

Attorneys for Plaintiff

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA**

14 PAUL GRILLO, on behalf of himself and all
others similarly situated,

CASE NO. 1438943

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages at Agreed Rate (*Lab. Code* §§ 204, 223)
2. Failure to Pay Overtime Compensation (*Lab. Code* §§ 510, 1198)
3. Failure to Allow and Pay for Meal and Rest Periods (*Lab. Code* §§ 226.7, 512);
4. Failure to Provide Proper Wage Statements (*Lab. Code* §226);
5. Failure to Pay Compensation at the Time of Termination (*Lab. Code* §§201-203);
6. Failure to Reimburse Expenses (*Labor Code* §§ 2802); and
7. Violation of California *Business and Professions Code* §17200

JURY TRIAL DEMANDED

26 Plaintiff Paul Grillo on behalf of himself and all others similarly situated. All
27 allegations in this Complaint ("Complaint") are based upon information and belief, except for
28 those allegations which pertain to the Plaintiff named herein and their counsel. Plaintiff's

1 information and beliefs are based upon, inter alia, the investigation conducted to date by
2 Plaintiff and his counsel. Each allegation in this Complaint either has evidentiary support or is
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery. Plaintiff hereby alleges as follows:

5 **INTRODUCTION**

6 1. This matter is brought as a class action pursuant to California Code of Civil
7 Procedure §382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically
8 below, but which is comprised, generally, of all former and current non-exempt employees of
9 Defendant Key Energy Services, LLC (hereinafter "Key Energy" or "Defendant"). The Class
10 Period is from November 22, 2009, to the date judgment is rendered herein.

11 2. Plaintiff seeks relief on behalf of himself, and the members of the Plaintiff Class,
12 as a result of employment policies, practices and procedures, more specifically described below,
13 which violate the California Labor Code, and the orders and standards promulgated by the
14 California Department of Industrial Relations, Industrial Welfare Commission, and Division of
15 Labor Standards, and which have resulted in the failure of Defendants to pay Plaintiff and
16 members of the Plaintiff Class all wages due to them. Said employment policies, practices and
17 procedures are generally described as follows:

18 a. Defendant required Plaintiff and members of the Plaintiff Class to work
19 "off-the-clock." Plaintiff and members of the Plaintiff Class were not paid any wages
20 for time spent working "off-the-clock," nor was the time spent working "off-the-clock"
21 considered in calculating the amount of overtime wages due to Plaintiff and members of
22 the Plaintiff Class. As a result, Plaintiff and members of the Plaintiff Class were not
23 paid the statutory minimum wage for all hours worked, nor were they paid the wage
24 promised and agreed to by Defendant, nor were they paid overtime wages for all
25 overtime hours worked by them;

26 b. Defendant failed to provide Plaintiff and members of the Plaintiff Class
27 with proper meal and rest breaks as required by Labor Code §§226.7 and 512, or to
28 compensate Plaintiff and members of the Plaintiff Class for missed breaks;

c. Defendant failed to provide Plaintiff and members of the Plaintiff Class accurate wage statements as required by Labor Code §226;

d. Defendant failed to pay Plaintiff and members of the Terminated Sub-Class all wages due upon termination of their employment, in violation of Labor Code §§201-203;

e. Defendant failed to pay all vested vacation wages to Plaintiff and the members of the Terminated Sub-Class upon termination; and

f. Defendant failed to reimburse business expenses (including, but not limited to, expenses incurred to buy and maintain required uniform items).

10 3. In addition, Plaintiff and members of the Plaintiff Class seek relief and damages
11 for Defendant's violation, by way of the above-described conduct, of California's unfair
12 competition laws (Business & Professions Code §17200), including the equitable remedies of
13 declaratory relief, disgorgement, accounting, and restitution.

JURISDICTION AND VENUE

15 4. This Court has jurisdiction over this matter pursuant to the provisions of the
16 California Labor Code, as well as Business & Professions Code §17200. Venue is proper in
17 Santa Barbara County because the acts which give rise to this litigation occurred in this county
18 and Defendant Key Energy does business in Santa Barbara County.

THE PARTIES

5. Plaintiff is a resident of residents of Kern County, California.

6. Plaintiff was employed by Defendant Key Energy as a "Floorhand." Plaintiff worked at various job sites for Key Energy throughout the Kern and Santa Barbara Counties, as assigned by Key Energy. Plaintiff's employment with Defendant was terminated in or about September of 2013.

7. The members of the proposed class are likewise current and former employees of Defendant Key Energy, employed by Defendant within the State of California during the Class Period as non-exempt employees

8 Defendant Key Energy is an oilfield services company. The company provides

Rig-based well-servicing for workover or re-entries on existing wells, such as: new well completions, PNA (Plug and Abandonment), stimulation of existing wells with declining production, and horizontal or directional drilling.

4 9. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through
6 100, inclusive, but on information and belief, alleges that said Defendants are in some manner
7 legally responsible for the unlawful actions, policies, and practices alleged herein, and therefore
8 sues such Defendants by such fictitious names. Plaintiff is informed and believes, and thereon
9 alleges, that each Defendant named herein was the agent of the other, and the agent of all
10 Defendants. Plaintiff is further informed and believes, and thereon alleges, that each Defendant
11 was acting within the course and scope of said agency at all relevant times herein, for the
12 benefit of themselves, each other, and the other Defendants, and that each Defendant's actions
13 as alleged herein was authorized and ratified by the other Defendants.

FACTUAL ALLEGATIONS

15 10. Plaintiff incorporates herein by reference the allegations set forth above in
16 paragraphs 1 through 9.

17 11. Plaintiff and the members of the Plaintiff Class were and are classified by
18 Defendant Key Energy as non-exempt employees, pursuant to the provisions of the California
19 Labor Code, and the orders and standards promulgated by the California Department of
20 Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards. As non-
21 exempt employees, Plaintiff and members of the Plaintiff Class are entitled to certain benefits,
22 including premium compensation for overtime hours worked, and mandated meal and rest
23 breaks. In addition, said statutory provisions, wage orders, regulations and standards obligate
24 the employer to maintain accurate records of the hours worked by employees.

25 12. During the Class Period, Plaintiff and members of the Plaintiff Class were
26 routinely required to work "off-the-clock," in that they were required to perform services to and
27 for the benefit of Defendants without any compensation therefore. Plaintiff and members of the
28 Plaintiff Class were required to report to work fifteen minutes before their scheduled shift to

1 participate in meetings, begin required paperwork and put on required uniform apparel. No
2 matter how many hours they worked, Plaintiff and members of the Plaintiff Class were required
3 to sign documents stating that they had worked only eight hours per day when, in fact, they had
4 worked more than eight hours per day, of which Defendants were fully aware.

5 13. Defendants failed to pay Plaintiff and members of the Plaintiff Class any wages
6 for time worked "off-the-clock." Furthermore, Plaintiff and members of the Plaintiff Class
7 were not given credit for the time they spent working "off-the-clock" in the calculation of
8 overtime wages due to them.

9 14. During Plaintiff's and members of the Plaintiff Class' employment with
10 Defendants, Defendants did not provide meal or rest periods in compliance with California law,
11 and altered Plaintiff's and members of the Plaintiff Class' timekeeping records such that said
12 records do not accurately reflect the actual amount of time taken for meal and rest periods and
13 the actual time meal and rest breaks were taken. Further, Defendants did not compensate
14 Plaintiff and members of the Plaintiff Class for meal or rest periods that did not comply with
15 California law (including, but not limited to, missed meal and rest periods). Plaintiff and the
16 class members they seek to represent did not voluntarily or willfully waive their meal or rest
17 periods. Defendants maintained and implemented a course of conduct requiring Plaintiff and
18 class members to involuntarily waive their meal or rest periods as a condition of employment
19 and failed to obtain un-coerced waivers.

20 15. Plaintiff and members of the Plaintiff Class were and are routinely provided
21 wage statements that do not truly and accurately reflect the number of hours worked by them, or
22 the wages due to them, specifically including, but not limited to, failing to reflect compensation
23 due for hours worked "off-the-clock," and for all overtime hours worked, and for missed meal
24 and rest breaks. During the Class Period, Defendants have had a consistent policy of failing to
25 provide Plaintiff and members of the Plaintiff Class true and accurate wage statements upon
26 payment of wages, as required by California Labor Code §226(a).

27 16. Plaintiff and the other members of the Terminated Sub-Class, whose
28 employment with Defendant Key Energy was terminated during the Class Period, were

1 routinely not paid, upon termination, all wages due to them, in violation of California Labor
2 Code §§201-203. Specifically, members of the Terminated Sub-Class were not paid for time
3 spent working "off-the-clock," for all overtime hours worked by them, and for missed meal and
4 rest breaks. During the Class Period, and continuing to the present, Defendants have had a
5 consistent policy of failing to provide members of the Terminated Sub-Class all wages due to
6 them upon termination.

7 17. Moreover, Defendants did not compensate Plaintiff and members of the Plaintiff
8 Class at the time of their termination for all their vested but unused vacation time (vacation time
9 as referred to in this complaint includes, but is not limited to, vacation, paid time off, personal
10 days, personal holidays, incidental time off, and/or floating holidays), and still have not paid
11 said compensation. Further, Plaintiff and members of the Plaintiff Class were not reimbursed
12 for all work-related expenses, including mileage expenses and the costs of company mandated
13 uniforms.

14 18. The wage and hour violations herein alleged were and are willful and deliberate,
15 and were taken pursuant to, and resulted from Defendants' policies, patterns and practices,
16 which Defendants applied uniformly to Plaintiff and all members of the Plaintiff Class, and
17 which have resulted in the unjust enrichment of Defendants at the expense of Plaintiff and
18 members of the Plaintiff Class.

19 19. As a direct result of the wage and hour violations herein alleged, Plaintiff and
20 members of the Plaintiff Class have suffered, and continue to suffer, and will in the future
21 continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on
22 such wages, and expenses and attorney's fees in seeking to compel Defendant to fully perform
23 their obligations under state law, all to their respective damage in amounts according to proof at
24 the time of trial.

25 20. Defendants committed the acts alleged herein knowingly and willfully, with the
26 wrongful and deliberate intent of injuring Plaintiff and members of the Plaintiff Class with
27 improper motives amounting to malice, and in conscious disregard of Plaintiff rights, and the
28 rights of the Plaintiff Class. Plaintiff and members of the Plaintiff Class are thus entitled to

1 recover nominal, actual, compensatory, and exemplary damages in amounts according to proof
2 at time of trial.

3 **CLASS ACTION ALLEGATIONS**

4 21. Plaintiff incorporates herein by reference the allegations set forth above in
5 paragraphs 1 through 20.

6 22. Plaintiff brings this action on behalf of herself and all others similarly situated as
7 a class action, pursuant to California Code of Civil Procedure §382. The class which Plaintiff
8 seeks to represent is composed of, and defined as follows:

9 **Plaintiff Class:**

10 All employees who were or are employed by Defendants during the Class Period
11 in California as "non-exempt employees." As used in this class definition, the
12 term "non-exempt employee" refers to those who defendant Key Energy has
13 classified as non-exempt from the overtime wage provisions of the California
14 Labor Code. Excluded from the class are any employees with managerial or
15 supervisory authorities and/or duties.

16 **Terminated Sub-Class:**

17 All members of the Plaintiff Class whose employment ended during the Class
18 Period.

19 23. The Class Period is the period from November 22, 2009, through and including
20 the date judgment is rendered in this matter.

21 24. The class is so numerous that the individual joinder of all members is
22 impracticable. While the exact number and identification of class members are unknown to
23 Plaintiff at this time and can only be ascertained through appropriate discovery directed to
24 Defendants, Plaintiff is informed and believes that the class includes potentially hundreds of
25 members.

26 25. Common questions of law and fact exist as to all members of the class which
27 predominate over any questions affecting only individual members of the class. These common
28 legal and factual questions, which do not vary from class member to class member, and which

1 may be determined without reference to the individual circumstances of any class member,
2 include, but are not limited to, the following:

- 3 a. Whether Plaintiff and members of the proposed class are subject to and
4 entitled to the benefits of California wage and hour statutes;
- 5 b. Whether Defendants had a standard policy and practice of requiring class
6 members to perform job duties "off-the-clock";
- 7 c. Whether Defendants had a standard policy and practice of denying
8 Plaintiff and members of the Plaintiff Class proper meal and rest breaks, and whether
9 they were compensated for such missed meal and rest breaks;
- 10 d. Whether Defendants maintained accurate records of the hours worked by
11 employees;
- 12 e. Whether Defendants had a standard policy and practice of failing to
13 provide Plaintiff and members of the Plaintiff Class with true and accurate wage
14 statements upon payment of wages, in violation of Labor Code §226;
- 15 f. Whether Defendants had a standard policy and practice of failing to
16 promptly pay compensation owing to Plaintiff and members of the Terminated Sub-
17 Class upon termination of their employment, in violation of Labor Code §§201-203;
- 18 g. Whether Plaintiff and members of the Plaintiff Class sustained damages,
19 and if so, the proper measure of such damages, as well as interest, penalties, costs,
20 attorneys' fees, and equitable relief; and
- 21 h. Whether Defendants' conduct as alleged herein violates the Unfair
22 Business Practices Act of California, Bus. & Prof. Code §17200, et seq.

23 26. The claims of the named Plaintiff are typical of the claims of the members of the
24 proposed class. Plaintiff and other class members sustained losses, injuries and damages arising
25 from Defendants' common policies, practices, procedures, protocols, routines, and rules which
26 were applied to other class members as well as Plaintiff. Plaintiff seeks recovery for the same
27 type of losses, injuries, and damages as were suffered by other members of the proposed class.

28 27. Plaintiff is an adequate representatives of the proposed class because he is a

member of the class, and his interests do not conflict with the interests of the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this action vigorously for the benefit of the class. The interests of the class members will fairly and adequately be protected by Plaintiff and their attorneys.

6 28. A class action is superior to other available methods for the fair and efficient
7 adjudication of this litigation since individual litigation of the claims of all class members is
8 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on
9 an individual basis, because this would potentially result in hundreds of individual, repetitive
10 lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory
11 judgments, and the prospect of a "race to the courthouse," and an inequitable allocation of
12 recovery among those with equally meritorious claims. By contrast, the class action device
13 presents far fewer management difficulties, and provides the benefit of a single adjudication,
14 economics of scale, and comprehensive supervision by a single court.

15 29. The various claims asserted in this action are additionally or alternatively
16 certifiable under the provisions of the California Code of Civil Procedure section 382 because:

17 a. The prosecution of separate actions by hundreds of individual class
18 members would create a risk of varying adjudications with respect to individual class
19 members, thus establishing incompatible standards of conduct for Defendants, and

20 b. The prosecution of separate actions by individual class members would
21 also create the risk of adjudications with respect to them that, as a practical matter,
22 would be dispositive of the interest of the other class members who are not a party to
23 such adjudications and would substantially impair or impede the ability of such non-
24 party class members to protect their interests.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES AT THE AGREED RATE

(By Plaintiff Against All Defendants)

28 30. Plaintiff incorporates herein by reference the allegations set forth above in

paragraphs 1 through 29.

31. Labor Code §204 provides that all wages earned by an employee are due and payable twice during each calendar month. Labor Code §223 prohibits an employer from secretly paying a lower wage while purporting to pay the wage designated by statute or contract.

32. Defendants promised to pay Plaintiff and members of the Plaintiff Class a certain amount in wages for hours worked. Furthermore, Defendants were statutorily required to at least pay minimum wages for all hours worked.

33. By suffering Plaintiff and members of the Plaintiff Class to work "off-the-clock," and by failing to pay Plaintiff and members of the Plaintiff Class any wages for time spent working "off-the-clock," Defendants have failed and refused to pay Plaintiff and members of the Plaintiff Class all wages payable when due, in violation of Labor Code §204, and, in effect, have paid Plaintiff and members of the Plaintiff Class an hourly wage less than due and owing by contract and by statute, in violation of Labor Code §223.

34. Defendants' conduct described herein violates the Labor Code §§204 and 223, and the orders and standards promulgated by the California Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards. Plaintiff and members of the Plaintiff Class are thus entitled to recover, and hereby claim, in addition to the unpaid balance of wages owed to them, all interest, penalties, attorneys' fees, expenses and costs of suit as permitted by the California Labor Code, specifically including but not limited to, Labor Code §§210 and 225.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME COMPENSATION

(By Plaintiff Against All Defendants)

35. Plaintiff incorporates herein by reference the allegations set forth above in paragraphs 1 through 34.

36. Plaintiff and each member of the Plaintiff Class are entitled to overtime compensation for all hours worked in excess of the hours and time specified in the applicable wage orders, statutes and regulations. As alleged herein, Defendants failed to compensate

Plaintiff and members of the Plaintiff Class for overtime hours worked during the Class Period.

37. In addition, Defendants failed to credit Plaintiff and members of the Plaintiff Class with hours worked "off-the-clock" in calculating the hours worked overtime, and the amount of overtime compensation due therefore.

38. Defendants' conduct described herein violates the California Labor Code, specifically including Labor Code §§ 510, 1194, 1198, and the applicable regulations, standards and wage orders promulgated thereunder. Plaintiff and members of the Plaintiff Class are thus entitled to recover, and hereby claim, in addition to the unpaid balance of wages owed to them, all interest, penalties, attorneys' fees, expenses and costs of suit permitted and provided by the Labor Code, specifically including, but not limited to Labor Code §1194.

THIRD CAUSE OF ACTION

FAILURE TO ALLOW AND PAY FOR MEAL AND REST BREAKS

(By Plaintiff Against All Defendants)

39. Plaintiff incorporate herein by reference the allegations set forth above in paragraphs 1 through 38.

40. Labor Code § 226.7(a) provides “[n]o employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

41. As alleged herein, Defendants failed to provide Plaintiff and members of the Plaintiff Class with meal and rest breaks mandated by the Labor Code, and the standards, regulations and wage orders promulgated thereunder, and failed to compensate them for said missed breaks. By these actions, Defendants are in violation of Labor Code §§226.7(a) and 512.

42. As a result of said violations of the Labor Code, Plaintiff and members of the Plaintiff Class are entitled to recover, pursuant to Labor Code §226.7(b), a penalty equal to one additional hour of pay at the employee's regular rate of compensation for each work day that a meal and/or rest period was not provided.

43. Defendants' conduct described herein is in violation of California Labor Code

1 §§226.7 and 512, and the regulations, standards and wage orders promulgated thereunder.
2 Plaintiff and members of the Plaintiff Class are thus entitled to recover, and hereby claim, in
3 addition to the unpaid balance of wages Defendants owe them, all interest, penalties, attorneys'
4 fees, expenses and costs of suit as permitted by statute, including Labor Code §226.7(b).

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

7 **(By Plaintiff Against All Defendants)**

8 44. Plaintiff incorporates herein by reference the allegations set forth above in
9 paragraphs 1 through 43.

10 45. Labor Code §226(a) sets forth reporting requirements for employers when they
11 pay wages, as follows:

12 "Every employer shall . . . at the time of each payment of wages, furnish his or her
13 employees . . . an itemized statement in writing showing (1) gross wages earned;
14 (2) total hours worked by the employee . . ." Section (e) provides: "An employee
15 suffering injury as a result of a knowing and intentional failure by an employer to
16 comply with subdivision (a) shall be entitled to recover the greater of all actual damages
17 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
18 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
19 exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be entitled to
20 an award of costs and reasonable attorney's fees."

21 46. Furthermore, Labor Code §1174 requires that the employer maintain accurate
22 records showing the hours worked, and wages due to his or her employees.

23 47. Defendants failed to accurately record the wages due to Plaintiff and members of
24 the Plaintiff Class, specifically including, but not limited to, by failing to record all hours
25 worked, failing to record wages due for time worked "off-the-clock," failing to record all
26 overtime hours worked, failing to record wages due for all overtime hours worked, and failing
27 to record wages due for missed breaks.

28 48. Plaintiff and members of the Plaintiff Class were damaged by this failure to

provide accurate wage statements because, among other things, they were and are unable to determine the proper amount of wages actually owed to them, and whether they have received full compensation therefore.

4 49. Plaintiff and members of the Plaintiff Class are entitled to, and hereby claim,
5 penalties as provided by Labor Code §226(e), as well as interest, attorneys' fees and costs
6 pursuant to Labor Code §226(e), and all other damages, attorneys' fees, costs, expenses and
7 interest permitted by statute.

FIFTH CAUSE OF ACTION

FAILURE TO PAY COMPENSATION AT THE TIME OF TERMINATION

(By Plaintiff and Members of the Terminated Sub-Class Against All Defendants)

11 50. Plaintiff incorporate herein by reference the allegations set forth above in
12 paragraphs 1 through 49.

13 51. California Labor Code §201 requires an employer who discharges an employee
14 to pay compensation due and owing to said employee immediately upon discharge. California
15 Labor Code §202 requires an employer to promptly pay compensation due and owing to an
16 employee within no more than 72 hours of that employee's termination of employment by
17 resignation, and at the time of termination if an employee is involuntarily terminated.
18 California Labor Code §203 provides that if an employer willfully fails to pay compensation
19 promptly and timely upon discharge or resignation as required by Labor Code §§201 and 202,
20 respectively, said employer is liable to said employee for a waiting time wage continuation as
21 described therein.

22 52. Defendants have failed and refused to pay to Plaintiff and each member of the
23 Terminated Sub-Class all wages due to them upon termination in compliance with the Labor
24 Code including, but not limited to, wages due for all hours worked at the regular and agreed,
25 and/or statutory rate, wages due for all overtime hours worked, and wages due for missed
26 breaks.

27 53. Defendants' willful failure to pay Plaintiff and members of the Terminated Sub-
28 Class all the wages due to them upon termination is in violation of Labor Code §§201 and 203,

1 which provide that an employee's wages continue accruing up to thirty days from the time said
2 wages became due. Therefore, Plaintiff and members of the Terminated Sub-Class are entitled
3 to a waiting time wage continuation penalties pursuant to Labor Code §203. Additionally,
4 Plaintiff seeks costs, interest, disbursements, and attorneys' fees, as provided by statute.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE EXPENSES (LABOR CODE § 2802)**

7 **(By Plaintiff and Members of the Class Against All Defendants)**

8 54. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 53 as
9 though fully set for herein.

10 55. During the time period from November 22, 2009, to and including the present,
11 pursuant to Defendants' corporate policy, practice, and procedure, Plaintiff and Class Members
12 were required to incur expenses in direct consequence of the discharge of their duties, or as a
13 consequence of obeying the directions of Defendants. This specifically includes, but is not
14 limited to, buying specialized boots and maintaining their uniforms.

15 56. Defendants failed and refused, pursuant to corporate policy, practice and
16 procedure, to reimburse Plaintiff and Class Members for such expenditures, as required by the
17 applicable IWC wage orders or Labor Code §2802.

18 57. Said conduct on the part of Defendants was willful, intentional, and/or taken in
19 conscious disregard of the rights of Plaintiff and Class Members, and Plaintiff seeks
20 compensatory damages, as well as interest, costs, attorneys' fees, and penalties as permitted by
21 the Labor Code.

22 **SEVENTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION: CALIFORNIA BUSINESS AND**

24 **PROFESSIONS CODE §17200 ETC.**

25 **(By Plaintiff, the Plaintiff Class, and**

26 **the General Public, Against All Defendants)**

27 58. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 57 as
28 though fully set for herein.

1 59. Section 17200 of the California Business and Professions Code prohibits any
2 unlawful, unfair or fraudulent business act or practice.

3 60. Plaintiff brings this cause of action in a representative capacity on behalf of the
4 general public and the persons affected by the unlawful and unfair conduct described herein.
5 Plaintiff and members of the proposed Class have suffered, and continue to suffer, injury in fact
6 and monetary damages as a result of Defendants' actions.

7 61. The actions by Defendants as herein alleged amount to conduct which is
8 unlawful and a violation of law. As such, said conduct amounts to unfair business practices in
9 violation of Business and Professions Code §17200, *et seq.*

10 62. Defendants' conduct as herein alleged has damaged Plaintiff and the members of
11 the Plaintiff Class by denying them wages due and payable, and by failing to provide proper
12 wage statements. Defendants' actions are thus substantially injurious to Plaintiff and the
13 members of the Plaintiff Class, causing them injury in fact and loss of money.

14 63. As a result of such conduct, Defendants have unlawfully and unfairly obtained
15 monies due to the Plaintiff and the members of the Plaintiff Class.

16 64. All members of the Plaintiff Class can be identified by reference to payroll and
17 related records in the possession of the Defendants. The amount of wages due Plaintiff and
18 members of the Plaintiff Class can be readily determined from Defendants' records. The
19 members of the proposed class are entitled to restitution of monies due and obtained by
20 Defendants during the Class Period as a result of Defendants' unlawful and unfair conduct.

21 65. During the Class Period, Defendants committed, and continue to commit, acts of
22 unfair competition as defined by §17200, *et seq.*, of the Business and Professions Code, by and
23 among other things, engaging in the acts and practices described above.

24 66. Defendants' course of conduct, acts, and practices in violation of the California
25 law as mentioned in each paragraph above constitutes a separate and independent violation of
26 §17200 etc. of the Business and Professions Code.

27 67. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully
28 denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies

1 and practices and, therefore, Defendants' actions described herein constitute an unfair business
2 practice or act within the meaning of Business and Professions Code §17200.

3 68. Defendants' conduct described herein threatens an incipient violation of
4 California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise
5 significantly threatens or harms competition.

69. Defendants' course of conduct described herein further violates Business and
7 Professions Code §17200 in that it is fraudulent, improper, and unfair.

8 70. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
9 described herein-above have injured Plaintiff and members of the Plaintiff Class in that they
10 were wrongfully denied the timely and full payment of wages due to them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, and on behalf of the members of the Plaintiff Class, prays for judgment against Defendants as follows:

14 1. For an order certifying the proposed class;
15 2. For nominal damages;
16 3. For equitable relief in the nature of declaratory relief, restitution of all monies
17 due to Plaintiff and members of the Plaintiff Class, and disgorgement of profits from the
18 unlawful business practices of Defendants, and accounting;
19 4. For penalties as permitted by the California Labor Code, and the regulations,
20 standards and applicable wage orders promulgated thereunder, specifically including, but not
21 limited to Labor Code §§203, 210, 218.6, 225.5, 223, 226, 226.3, 226.7, 1194, 1194.2, and
22 1197.1;
23 5. For interest as permitted by statute, including Labor Code §218.6;
24 6. For costs of suit and expenses incurred herein as permitted by statute, including
25 Labor Code §§226 and 1194;
26 7. For attorneys' fees as permitted by statute, including Labor Code §§226 and
27 1194; and

28 | //

1 8. For all such other and further relief that the Court may deem just and proper.
2

3 DATED: November 21, 2013

MARLIN & SALTZMAN, LLP
LAW OFFICES OF SANTOS GOMEZ

5 By: 

6 Marcus J. Bradley, Esq.
7 Attorneys for Plaintiff

8

9 **JURY DEMAND**

10 Plaintiff demands a trial by jury on all issues so triable as a matter of right.

12 DATED: November 21, 2013

MARLIN & SALTZMAN, LLP
LAW OFFICES OF SANTOS GOMEZ

14 By: 

15 Marcus J. Bradley, Esq.
16 Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA
Barrel E. Parker, Executive Officer

Number: 511997 11-25-13 8:53 am
Marlin & Saltzman LLP
Anacapa Check 435.00
Anacapa Check 1000.00
11887/11888

G 1438943
Paul Grillo
VS.
Key Energy Services LLC

CV-Complaint 25K+	435.00
CV-Plt Complex Case Fee	1000.00
File Total:	1435.00
Total Due:	1435.00
Amount Paid:	1435.00
SDONJUAN Change:	0.00

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Marcus J. Bradley, Esq. (SBN 174156) Kiley Lynn Grombacher, Esq. (SBN 245960) MARLIN & SALTZMAN, LLP 29229 Canwood Street, Suite 208 Agoura Hills, CA 91301 TELEPHONE NO.: (818) 991-8080 FAX NO.: (818) 991-8081 ATTORNEY FOR (Name): Plaintiff		CM-010 FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 1100 Anacapa Street MAILING ADDRESS: 1100 Anacapa Street CITY AND ZIP CODE: Santa Barbara, CA 93101 BRANCH NAME: South County/Anacapa Building CASE NAME: GRILLO v. KEY ENERGY SERVICES		FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA BARBARA NOV 22 2013 Darrel E. Parker, Executive Officer BY <i>Susan BonJuan</i> , Deputy Clerk
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Amount demanded is \$25,000 or less		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 1438943
		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<p>Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)</p>	<p>Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)</p> <p>Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)</p> <p>Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)</p>

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses

b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): eight (8)

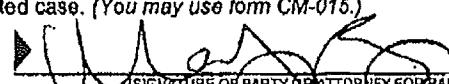
5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 21, 2013

Marcus J. Bradley, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort	Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non- domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case
Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice— Physicians & Surgeons Other Professional Health Care Malpractice	Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Miscellaneous Civil Complaint RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (non- harassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex)
Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD	Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review	Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief from Late Claim Other Civil Petition
Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35)	Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals	CM-010 (Rev. July 1, 2007)
Employment Wrongful Termination (36) Other Employment (15)	CIVIL CASE COVER SHEET	Page 2 of 2

EXHIBIT B

<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA</p> <p>STREET ADDRESS: 1100 Anacapa Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Barbara, California 93101 BRANCH NAME: Santa Barbara-Anacapa Division</p>		<p>FOR COURT USE ONLY</p> <p>F _____ DE _____ CA _____</p> <p>FILED SUPERIOR COURT of CALIFORNIA, COUNTY OF SANTA BARBARA DEC 06 2013</p> <p>By <i>Darrel E. Parker</i>, Executive Officer <i>Darrel E. Parker</i>, Deputy Clerk</p>
<p>Caption: Paul Grillo vs Key Energy Services LLC</p>		<p>CASE NUMBER: 1438943</p>
<p>ORDER & NOTICE OF CASE ASSIGNMENT NOTICE OF CASE MANAGEMENT CONFERENCE</p>		

The above case is hereby assigned to Judge James E Herman for ALL purposes, including trial. All future matters, including ex parte matters, are to be scheduled with the assigned judge. Counsel shall include the name of the assigned Judge in the caption of every document filed with the court. The above-entitled case is hereby ordered set for:

CASE MANAGEMENT CONFERENCE on 3/26/14
 at 8:30 am in Dept. SBS at the court address above,

PLAINTIFF SHALL GIVE NOTICE of this assignment to ALL parties brought into the case, including but not limited to defendants, cross-defendants and intervenors. A Proof of Service of this ORDER & NOTICE OF CASE ASSIGNMENT is to be filed with the Court within five (5) working days after service. Failure to give notice and file proof thereof or failure to appear may result in the imposition of sanctions. Pursuant to California Rule of Court 3.725, no later than fifteen (15) calendar days before the date set for the Case Management Conference, each party must file a Case Management Statement (Judicial Council form CM110). In lieu of each party filing a separate Case Management Statement, any two or more parties may file a joint statement.

At the Court's discretion counsel, parties and insurance representatives (if any) with full settlement authority may be required to attend a CADRe Information Meeting within ten (10) days of the Conference date.

Dated: 12-06-13

J.E. Herman
 JUDGE OF THE SUPERIOR COURT

JAMES E. HERMAN

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party of this action and that a true copy of the foregoing was mailed first class, postage prepaid in a sealed envelope addressed as shown, and that the mailing of the foregoing and execution of this certificate occurred at Santa Barbara, California, on 12-06-13

Marcus J Bradley
 Marlin & Satzman LLP
 29229 Canwood St Ste 208
 Agoura Hills, CA 91301

Darrel E. Parker, Executive Officer

Darrel E. Parker, Deputy

EXHIBIT C

1 MORGAN, LEWIS & BOCKIUS LLP
2 BARBARA J. MILLER, State Bar No. 167223
3 MARIA D. O'LEARY, State Bar No. 209995
4 5 Park Plaza, Suite 1750
5 Irvine, CA 92614
6 Tel: 949.399.7000
7 Fax: 949.399.7001
8 barbara.miller@morganlewis.com
9 moleary@morganlewis.com

10 MORGAN, LEWIS & BOCKIUS LLP
11 JASON S. MILLS, State Bar No. 225126
12 300 S. Grand Avenue, Suite 2200
13 Los Angeles, CA 90071
14 Tel: 213.612.2500
15 Fax: 213.612.2501
16 jmills@morganlewis.com

17 Attorneys for Defendant
18 KEY ENERGY SERVICES, LLC

19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 FOR THE COUNTY OF SANTA BARBARA

22 PAUL GRILLO, on behalf of himself and all
23 others similarly situated,

24 Plaintiff,

25 vs.

26 KEY ENERGY SERVICES, LLC, and DOES
27 1 through 100, inclusive,

28 Defendants.

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

JAN 30 2014

Darrel E. Parker, Executive Officer
BY Jessica Vega
Jessica Vega, Deputy Clerk

CASE NO. 1438943

ANSWER OF DEFENDANT KEY
ENERGY SERVICES, LLC'S TO
PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES

Complaint Filed: November 22, 2013

Defendant Key Energy Services, LLC (“Defendant”), by and through its undersigned counsel, hereby answers the allegations contained in the unverified Class Action Complaint (“Complaint”) brought by Plaintiff Paul Grillo (“Plaintiff”), on behalf of himself and others similarly situated, as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure Section 431.30(d), Defendant generally denies each and every material allegation set forth in the Complaint. Defendant specifically denies that it is in any way liable to Plaintiff, or any putative member of the putative class, or that Plaintiff, or any member of the putative class, has been damaged in any sum or sums.

DEFENSES

Defendant also asserts the following defenses, without admitting any obligations regarding who bears the burden of proof or persuasion as to any one of them:

FIRST DEFENSE

(Failure to State a Cause of Action)

15 1. The Complaint, and each alleged cause of action alleged therein, fails to state facts
16 sufficient to state a claim upon which relief can be granted against Defendant.

SECOND DEFENSE

(Statutes of Limitations)

19 2. The alleged claims are barred, in whole or in part, by the applicable statute(s) of
20 limitations, including, but not limited to, California Code of Civil Procedure Sections 337, 338,
21 339, 340, and 343, California Labor Code Section 203, and California Business and Professions
22 Code Section 17208.

THIRD DEFENSE

(Uncertainty)

25 3. The claims of Plaintiff and the putative members of the purported class are barred
26 in whole or in part, because the Complaint is uncertain in that the purported class definition is
27 ambiguous and conclusory.

FOURTH DEFENSE

(Avoidable Consequences)

4. The claims of Plaintiff and the putative members of the purported class are barred, or recovery reduced, because Defendant took reasonable steps to prevent and correct the conduct alleged in the Complaint; Plaintiff and putative members of the purported class unreasonably failed to use the preventative and corrective measures that Defendant provided; and reasonable use of Defendant's procedures would have prevented some or all of the harm that Plaintiff and the putative members of the purported class allegedly suffered.

FIFTH DEFENSE

(Failure to Exhaust Administrative Remedies)

5. Plaintiff's claims and those of each putative class member he purports to represent are barred to the extent that they failed to exhaust their administrative remedies.

SIXTH DEFENSE

(Action Unconstitutional)

6. Prosecution of a class action and certification of the alleged class as representative of the general public under California Business and Professions Code Section 17200, based upon the Complaint and circumstances of this case, would be an unconstitutional denial of Defendant's right to due process under the provisions of the United States and California Constitutions, including, but not limited to, the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

SEVENTH DEFENSE

(Adequate Remedy at Law)

7. The relief requested by Plaintiff and the putative members of the purported class pursuant to California Business and Professions Code Section 17200 should be denied because Plaintiff and the putative class members have an adequate remedy at law.

EIGHTH DEFENSE

(No Ascertainable Class)

8. The putative class that Plaintiff purports to represent, the existence of which is expressly denied, is not ascertainable and, thus, no well-defined community of interest exists among the putative class members.

NINTH DEFENSE

(Individual Questions Predominate)

9. The types of claims alleged by the named Plaintiff on behalf of himself and the putative class, the existence of which is expressly denied, are matters in which individual questions predominate and, accordingly, are not appropriate for class treatment.

TENTH DEFENSE

(Claims Not Common or Typical)

10. The claims alleged by the named Plaintiff are neither common to nor typical of those, if any, of the alleged class Plaintiff purports to represent, the existence of which is expressly denied.

ELEVENTH DEFENSE

(Inadequate Class Representative)

11. The alleged claims are barred, in whole or in part, as a class action because Plaintiff does not meet the requirements for a class representative and is not an adequate representative of the putative class.

TWELFTH DEFENSE

(Class Action Not Superior Method of Adjudication)

12. The alleged claims are barred, in whole or in part, as a class action because a class action is not the superior method for adjudicating this dispute.

THIRTEENTH DEFENSE

(Conduct Reasonable and In Good Faith/Not Willful)

13. If Defendant is found to have failed to pay Plaintiff or any putative class member any amount due, which allegations Defendant denies, then Defendant acted, at all relevant times,

on the basis of a good faith and reasonable belief that it had complied fully with California wage and hour laws. Consequently, Defendant's conduct was not willful within the meaning of the California Labor Code.

FOURTEENTH DEFENSE

(Waiting Time Penalties)

6 14. The Complaint fails to state a claim for waiting time penalties under California
7 Labor Code Section 203 in that some members of the putative class did not resign or were not
8 discharged prior to the filing of this action and/or to the extent that no such penalties can continue
9 after the commencement of an action for the penalties.

FIFTEENTH DEFENSE

(Good Faith Dispute about Wages Owed)

12 15. Plaintiff's claims, and the claims of each putative class member, are barred to the
13 extent that Defendant had a good faith and reasonable belief that Plaintiff and/or the putative class
14 members were not owed any additional wages and/or compensation. Defendant, therefore, did
15 not engage in the requisite willful or intentional conduct for "waiting time" penalties required
16 pursuant to California Labor Code Sections 203 and/or 1174.5.

SIXTEENTH DEFENSE

(De Minimis)

16. The Complaint, and each purported cause of action contained therein, is barred in
whole or in part by the de minimis doctrine.

SEVENTEENTH DEFENSE

(Due Process/Excessive Fine)

23 17. An award of penalties against Defendant would be an unconstitutional denial of
24 Defendant's right to due process and/or equal protection under the Fifth and Fourteenth
25 Amendments of the United States Constitution, the Excessive Fines Clause under the Eighth
26 Amendment of the United States Constitution, Articles I and IV of the California Constitution,
27 and other provisions of the United States and California Constitutions.

EIGHTEENTH DEFENSE

(Unjust, Arbitrary, and Oppressive, or Confiscatory, Penalties)

18. Neither Plaintiff nor any putative member of the purported class is entitled to recover any waiting time penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory.

NINETEENTH DEFENSE

(Lack of Standing)

19. The claims of Plaintiff and the putative class he purports to represent are barred, in whole or in part, because Plaintiff lacks standing under California Business and Professions Code Section 17204 and the California Labor Code to bring these claims, and, therefore, cannot represent the interests of others as to each of the putative causes of action.

TWENTIETH DEFENSE

(Setoff and Recoupment)

20. If any damages have been sustained by Plaintiff and/or any member of the putative class he purports to represent, although such is specifically denied, Defendant is entitled under the equitable doctrine of setoff and recoupment to offset all overpayments and/or all obligations of Plaintiff or putative class members owed to Defendant against any judgment that may be entered against Defendant.

TWENTY-FIRST DEFENSE

(Unclean Hands)

21. The claims of Plaintiff and some or all of the putative class members are barred, in whole or in part, by the doctrine of unclean hands.

TWENTY-SECOND DEFENSE

(Estoppel)

22. The claims of Plaintiff and some or all of the putative class members are barred, in whole or in part, by their own conduct, actions, and inactions, which amount to and constitute an estoppel of the causes of action and any relief sought thereby.

TWENTY-THIRD DEFENSE

(Waiver)

23. Plaintiff and the putative class members have waived, discharged, and/or abandoned the right by reason of their conduct and actions to assert the claims alleged in the Complaint.

TWENTY-FOURTH DEFENSE

(Release Through Prior Settlement and/or Severance Agreement)

8 24. To the extent that Plaintiff or any putative class member entered into any
9 individual settlement and/or severance agreement, or were covered by and did not opt out of the
10 terms of any prior class action settlement involving Defendant, their claims are barred by that
11 release.

RESERVATION OF RIGHTS

13 Defendant has not completed its investigation of the facts of this case, has not completed
14 discovery in this matter, and has not completed its preparation for trial. The defenses asserted
15 herein are based on Defendant's knowledge, information, and belief at this time, and Defendant
16 specifically reserves the right to modify, amend, or supplement any defense contained herein at
17 any time. In addition, Defendant presently has insufficient knowledge or information as to
18 whether it may have additional, yet unasserted, defenses. Defendant therefore reserves the right
19 to assert such additional defenses that may appear and prove applicable during the course of this
20 litigation.

WHEREFORE, Defendant prays for judgment as follows:

1. That the Court deny Plaintiff's request to certify this action as a class action;
2. That Plaintiff takes nothing by reason of the Complaint on file herein and that the Complaint be dismissed with prejudice;
3. That judgment be entered in favor of Defendant and against Plaintiff on all causes of action contained in the Complaint;
4. That Defendant be awarded its costs of suit incurred herein;

5. That Defendant be awarded its attorneys' fees incurred by this action; including under, but not limited to, Section 218.5 of the Labor Code; and

6. That the Court award Defendant such other and further relief as it deems just and proper.

Dated: January 30, 2014

MORGAN, LEWIS & BOCKIUS LLP

By 
BARBARA J. MILLER
MARIA D. O'LEARY
Attorneys for Defendant
KEY ENERGY SERVICES, LLC

PROOF OF SERVICE

Paul Grillo v. Key Energy Services, LLC
Santa Barbara Superior Court Case No. 1438943

I am a resident of the State of California, County of Orange; I am over the age of eighteen years and not a party to the within action; my business address is 5 Park Plaza, Suite 1750, Irvine, California 92614.

On January 30, 2014, I served on the interested parties in this action the within document(s) entitled:

**ANSWER OF DEFENDANT KEY ENERGY SERVICES, LLC'S TO
PLAINTIFF'S CLASS ACTION COMPLAINT FOR DAMAGES**

[] **BY FAX:** by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.

[] **BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X] **BY OVERNIGHT MAIL:** By **FEDERAL EXPRESS**, following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.

[] **BY PERSONAL SERVICE:** I delivered to an authorized courier or driver authorized by Legal Solution Attorney Services, LLC to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed with the court upon request.

[] **BY ELECTRONIC SERVICE:** the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files on January 30, 2014. The transmission was reported as complete and without error. My electronic notification address is 5 Park Plaza, Suite 1750, Irvine, California 92614.

[] **BY E-FILE:** I electronically transmitted the document(s) listed above to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

	<i>Attorneys for Plaintiff</i>	
2	Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. MARLIN & SALTZMAN, LLP 29229 Canwood Street, Suite 208 Agoura Hills, CA 91301	Telephone: 818.991.8080 Facsimile: 818.991.8081 mbradley@marlinsaltzman.com kgrombacher@marlinsaltzman.com
5	Santos V. Gomez, Esq. LAW OFFICES OF SANTOS GOMEZ 2901 Park Avenue, #B16 Soquel, CA 95073	Telephone: 831.471.8780 Facsimile: 831.471.8774 santos@lawofficesofsantosgomez.com

8 [X] **STATE:** I declare under penalty of perjury, under the laws of the State of
 9 California, that the above is true and correct.

10 [] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of
 11 this Court at whose direction this service was made.

12 Executed on January 30, 2014, at Irvine, California.

13 
 14 Kelly Raleigh

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Audrey B. Collins and the assigned Magistrate Judge is Alicia G. Rosenberg.

The case number on all documents filed with the Court should read as follows:

SACV 14-00881 ABC (AGRx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

February 5, 2014

Date

By D. Vo

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:



Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012



Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701



Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

<p>I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>)</p> <p>Paul Grillo</p> <p>(b) County of Residence of First Listed Plaintiff <u>Santa Barbara</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Marlin & Saltzman, LLP Marcus J. Bradley / Kiley L. Grombacher 29229 Canwood Street, Ste. 208, Aguilar Hills, CA 91301 818-991-8080</p>	<p>DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)</p> <p>Key Energy Services, LLC</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Morgan, Lewis & Bockius LLP Barbara J. Miller / Maria D. O'Leary / Sarah N. Drechsler 5 Park Plaza, Suite 1750, Irvine, CA 92614 949-399-7000</p>																							
<p>II. BASIS OF JURISDICTION (Place an X in one box only.)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> 1. U.S. Government Plaintiff</td> <td style="width: 50%;"><input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)</td> </tr> <tr> <td><input type="checkbox"/> 2. U.S. Government Defendant</td> <td><input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)</td> </tr> </table>		<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)																			
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<p>III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Citizen of This State</td> <td style="width: 50%; text-align: right;">PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="width: 50%; text-align: right;">PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: right;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: right;"><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: right;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: right;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>		<input type="checkbox"/> Citizen of This State	PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6											
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<p>IV. ORIGIN (Place an X in one box only.)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><input type="checkbox"/> 1. Original Proceeding</td> <td style="width: 25%;"><input checked="" type="checkbox"/> 2. Removed from State Court</td> <td style="width: 25%;"><input type="checkbox"/> 3. Remanded from Appellate Court</td> <td style="width: 25%;"><input type="checkbox"/> 4. Reinstated or Reopened</td> <td style="width: 25%;"><input type="checkbox"/> 5. Transferred from Another District (Specify) _____</td> <td style="width: 25%;"><input type="checkbox"/> 6. Multi-District Litigation</td> </tr> </table>		<input type="checkbox"/> 1. Original Proceeding	<input checked="" type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify) _____	<input type="checkbox"/> 6. Multi-District Litigation																	
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<p>V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.)</p> <p>CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ _____</p>																								
<p>VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)</p> <p>California Wage and Hour Claims</p>																								
<p>VII. NATURE OF SUIT (Place an X in one box only).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> OTHER STATUTES <ul style="list-style-type: none"> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. 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FOR OFFICE USE ONLY:

Case Number: **CV 14 - 00881 ABC (AGR)**

CV-71 (11/13)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:	
	<input type="checkbox"/> Los Angeles INITIAL DIVISION IN CACD IS: Western	
	<input checked="" type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo Western	
	<input type="checkbox"/> Orange Southern	
	<input type="checkbox"/> Riverside or San Bernardino Eastern	

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:	
	A PLAINTIFF? A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside. Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles <input type="checkbox"/> Los Angeles Western	
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo Western	
<input type="checkbox"/> Orange <input type="checkbox"/> Orange Southern		
<input type="checkbox"/> Riverside or San Bernardino <input type="checkbox"/> Riverside or San Bernardino Eastern		
<input type="checkbox"/> Other <input type="checkbox"/> Other Western		

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <ul style="list-style-type: none"> <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D <p>Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below.</p> <p>If none applies, answer question C2 to the right. →</p>		C.2. Is either of the following true? If so, check the one that applies: <ul style="list-style-type: none"> <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C <p>Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below.</p> <p>If none applies, go to the box below. ↓</p>	
<p style="text-align: center;">Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.</p>			

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? NO YES

If yes, list case number(s): _____

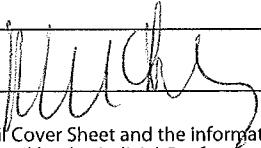
IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? NO YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):** 

DATE: February 4, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))